

EXHIBIT 1

Confidentiality and Noncompetition Agreement

THIS AGREEMENT is entered into by and between Short's Travel Management, Inc. (the "Employer"), and Ryan A. Dohmen (the "Employee"), as follows:

1. Employee acknowledges that Employer is in the business of providing complete travel services for business and recreational purposes. Employer has developed unique methods, systems and procedures that have allowed Employer to attract and retain individual, institutional and corporate clients for business and recreational travel and related services. By its very nature, the information acquired by Employee in the conduct of the business of the Employer must remain confidential in order to maintain the integrity of the methods, systems and procedures used. It is also paramount in safeguarding the confidence of Employer's clients. Specifically, Employee acknowledges that the identity and particular needs of Employer's clients are not generally known. Employer, therefore, has a proprietary interest in its clients and the methods, systems and procedures used for such clients, including any documents and other information regarding the system, sales methods, pricing, bidding and costs, and including, but not limited to the identity of clients, location, system and service requirements, and charges, all of which are regarded as being highly confidential, and constitute trade secrets.
2. During Employee's employment, it is understood that Employee will have access to, and will become familiar with various trade secrets and confidential information, including but not limited to the information described in paragraph 1 above. Employee acknowledges that such confidential information and trade secrets are owned, and shall continue to be owned, solely by Employer. During the term of Employee's employment, and for twenty-four (24) months after such employment terminates for any reason, regardless of whether termination is initiated by the Employer or by the Employees, Employee agrees not to use, communicate, reveal, or otherwise make available such information for any purpose whatsoever, or to divulge such information to any person, partnership, corporation or entity other than Employer or persons expressly designated by Employer, unless such Employee is compelled to disclose it by judicial process. In addition, Employee shall not remove from Employer's office any of Employer's books, records, documents, or customer lists, or any copies of such documents without the Employer's prior written consent, and Employee shall not make any copies of such books, records, documents, or customer lists, for use outside of Employer's office, except that specifically authorized in writing by Employer.
3. Upon the termination or expiration of Employee's employment, regardless of whether the termination was initiated by Employer or Employee, for a period of time equal to twenty-four (24) months, the Employee will not directly or indirectly solicit any person, company, firm or corporation who is or was a customer of Employer during a period of (2) years prior to the termination of employment. Employee agrees not to

solicit such clients on behalf of himself or any other person, firm, company, or corporation, or in any other capacity.

4. Employee acknowledges that compliance with this agreement is necessary to protect the Employer's business and good will, and that a breach of this agreement will irreparably and continually damage the Employer. Consequently, Employee agrees that, in the event of a breach or threatened breach of any part of this agreement, Employer shall be entitled to obtain a preliminary or permanent injunction in order to prevent the continuation of such harm. Employer shall, in addition, have any other remedy, which may be available to it by law, including the right to recover reasonable costs and attorneys' fees in enforcing the provisions of this agreement.
5. This agreement is entered into at the time of employment, and Employer states it is relying on the conditions established in this agreement, and Employee acknowledges that without this agreement, employment that allows Employee access to trade secrets and confidential information would not be offered to Employee.

DATED this 1 day of June 2004,

By: Ryan Dohmen
(Signature of Employee)

Ryan Dohmen
(Printed Name)

Employer: Susan Rice
(Signature of Employer)

SUSAN RICE, VP HR
(Printed Name)

Short's Travel Management, Inc.-Employer